

## Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved,

2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) calendar Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security

may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) calendar Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud

prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above

will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

## **Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **12.1 Description**

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **12.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

#### **12.2.1 Local Service Request (LSR) Ordering Process**

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre Ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

#### 12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Intentionally Left Blank.

12.2.1.5.2 Intentionally Left Blank.

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and



order information to be exchanged between Qwest and CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process -- Qwest shall provide a Facility Based EDI Listing interface to enable CLEC Listing data to be translated and passed into the Qwest Listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if CLEC's End User Customer requests a service change at the time of installation.

## **12.2.2 Maintenance and Repair**

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

## **12.2.3 Interface Availability**

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **12.2.4 Billing**

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

## 12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. Files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

### 12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

### 12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third

Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

## **12.2.6 Change Management**

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that

result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

## **12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces**

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

## **12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces**

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

## **12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces**

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order

transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2,

12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant



to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to CLEC requesting the test procedures.

## **12.2.10 CLEC Support**

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

### **12.2.10.2 CLEC Help Desk**

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

### **12.2.11 Compensation/Cost Recovery**

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

## **12.3 Maintenance and Repair**

### **12.3.1 Service Levels**

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

### **12.3.2 Branding**

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

### **12.3.3 Service Interruptions**

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3)

violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

#### **12.3.4 Trouble Isolation**

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User

Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

### **12.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

### **12.3.6 Testing/Test Requests/Coordinated Testing/UNEs**

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

### **12.3.7 Work Center Interfaces**

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### **12.3.8 Misdirected Repair Calls**

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

### **12.3.9 Major Outages/Restoral/Notification**

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest

and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

#### **12.3.10 Protective Maintenance**

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

#### **12.3.11 Hours of Coverage**

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

#### **12.3.12 Escalations**

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are

those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

#### **12.3.13 Dispatch**

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

#### **12.3.14 Electronic Reporting**

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

#### **12.3.15 Intervals/Parity**

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

#### **12.3.16 Jeopardy Management**

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

### **12.3.17      Trouble Screening**

12.3.17.1      CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2      Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may employ similar techniques in its centers.

### **12.3.18      Maintenance Standards**

12.3.18.1      Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2      On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

### **12.3.19      End User Customer Interface Responsibilities**

12.3.19.1      CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2      All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3      Qwest will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC/DLEC End User Customers.

### **12.3.20      Repair Call Handling**

12.3.20.1      Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

### **12.3.21      Single Point of Contact**

12.3.21.1      Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.



### **12.3.22 Network Information**

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

### **12.3.23 Maintenance Windows**

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's Web site.

### **12.3.24 Switch and Frame Conversion Service Order Practices**

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the

Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency

orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

## **Section 13.0 - ACCESS TO TELEPHONE NUMBERS**

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

## **Section 14.0 - LOCAL DIALING PARITY**

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

## **Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER**

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

## **Section 16.0 - REFERRAL ANNOUNCEMENT**

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.



## Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR

qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received with CLECs under this Agreement or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

## Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the

reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as

described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

## **Section 19.0 - CONSTRUCTION CHARGES**

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

## **Section 20.0 - SERVICE PERFORMANCE**

Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. Modifications of PIDs that apply to the Qwest Performance Assurance Plan (QPAP) shall be made in accordance with Section 16.0 of Exhibit K.



## Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

### 21.3.1 Switching

GR-1428-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Toll Free Service

GR-1432-CORE CCNIS Supporting TCAP

GR-317-CORE Call Control Using Integrated Services Network Digital User Part (ISDNUP)

GR-905-CORE CCNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISUP

TR-TSY-000540 Tandem Supplement

GR-305-CORE

GR-1429-CORE CCNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public Safety LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Operator Subsystem

SR-TSY-001171 Methods and Procedures for System Reliability Analysis

### 21.3.2 Transport

FR-440 Transport System Generic Requirements (TSGR)

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET) Transport Systems: Common Generic Criteria

TR-NWT-000507 LSSGR: Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B

### 21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Transport Systems: Common Generic Criteria

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Devices (NID)

TR-NWT-000937 Generic Requirements for Building Entrance Terminals

TR-NWT-000133 Generic Requirements for Network Inside Wiring

ANSI T1.417, Spectrum Management for Loop Transmission Systems

### 21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number

Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

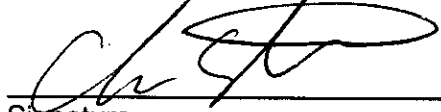
FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements. Details of these standards are documented in the Qwest Technical Publications. Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

**Section 22.0 - SIGNATURE PAGE**

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Pipertel Communications, LLC**

  
\_\_\_\_\_  
Signature

Christopher Staton  
\_\_\_\_\_  
Name Printed/Typed

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date 1/31/05

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date 2/21/05

**Exhibit A  
North Dakota\***

New		FCC ISP Ordered Rate		Notes		
		Recurring	Recurring, per Mile	Non-Recurring		
		Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges		
<b>6.0 Resale</b>						
<b>6.1 Wholesale Discount Rates</b>						
6.1.1	Basic Exchange Residence Line Service	16.15%		16.15%	A	A
6.1.2	Basic Exchange Business Line Service / PBX	16.15%		16.15%	A	A
6.1.3	Intralata Toll	16.15%		16.15%	A	A
6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)	16.15%		16.15%	A	A
6.1.5	Listings, CO Features Information Services	16.15%		16.15%	A	A
6.1.6	Private Line	16.15%		16.15%	A	A
6.1.7	Volume Packaged Services	8.15%		8.15%	A	A
6.1.8	Public Access Line (PAL) Service	16.15%		16.15%	A	A
<b>6.2 Customer Transfer Charge (CTC)</b>						
6.2.1	CTC for POTS Service					
6.2.1.1	Residential / Business					
6.2.1.1.1	First Line					
6.2.1.1.1.1	First Line (Manual)			\$5.00		A
6.2.1.1.1.2	Intentionally Left Blank					
6.2.1.1.1.3	First Line (Mechanized)			\$5.00		A
6.2.1.1.2	Each Additional					
6.2.1.1.2.1	Each Additional Line (Manual)			\$5.00		A
6.2.1.1.2.2	Intentionally Left Blank					
6.2.1.1.2.3	Each Additional Line (Mechanized)			\$5.00		A
6.2.2	CTC for Private Line Transport Services					
6.2.2.1	First Circuit			\$42.75		1
6.2.2.2	Additional Circuit, per Circuit, same CSR			\$42.75		1
6.2.3	CTC for Advanced Communications Services, per Circuit			\$53.70		1
<b>7.0 Interconnection</b>						
<b>7.1 Entrance Facilities</b>						
7.1.1	Intentionally Left Blank					
7.1.2	DS1	\$102.22		\$513.56	A	A
7.1.3	DS3	\$403.34		\$609.20	A	A
<b>7.2 LIS EICT</b>						
7.2.1	Per DS1	\$0.00		\$0.00	B	B
7.2.2	Per DS3	\$0.00		\$0.00	B	B
<b>7.3 Direct Trunked Transport</b>						
7.3.1	Intentionally Left Blank					
7.3.2	DS1, per Trunk (Recurring Fixed & per Mile)					
7.3.2.1	Over 0 to 8 Miles	\$42.03	\$3.84		1	1
7.3.2.2	Over 8 to 25 Miles	\$42.99	\$3.86		1	1
7.3.2.3	Over 25 to 50 Miles	\$45.14	\$2.14		1	1
7.3.2.4	Over 50 Miles	\$43.58	\$0.93		1	1
7.3.3	DS3 per Trunk (Recurring Fixed & per Mile)					
7.3.3.1	Over 0 to 8 Miles	\$275.29	\$64.92		1	1
7.3.3.2	Over 8 to 25 Miles	\$279.23	\$21.28		1	1
7.3.3.3	Over 25 to 50 Miles	\$258.29	\$25.57		1	1
7.3.3.4	Over 50 Miles	\$271.86	\$17.60		1	1
<b>7.4 Multiplexing</b>						
7.4.1	DS1 to DS0	\$225.18		\$279.55	A	A
7.4.2	DS3 to DS1	\$236.79		\$286.18	A	A
<b>7.5 Trunk Nonrecurring Charges</b>						
7.5.1	Intentionally Left Blank					
7.5.2	DS1 Interface					
7.5.2.1	First Trunk			\$369.91		1
7.5.2.2	Each Additional Trunk			\$6.17		1
7.5.3	DS3 Interface					
7.5.3.1	First Trunk			\$377.01		1
7.5.3.2	Each Additional Trunk			\$13.28		1
<b>7.6 Exchange Service (EAS/Local) Traffic</b>						
7.6.1	End Office Call Termination, per Minute of Use	\$0.001475			##	

**Exhibit A  
North Dakota\***

	Recurring	Recurring, per Mile	Non-Recurring	2002	2003	2004
7.6.2 Tandem Switched Transport, per Minute of Use	\$0.000690			#		
7.6.3 Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)						
7.6.3.1 0 to 8 Miles	\$0.00069	\$0.00		1	1	
7.6.3.2 Over 8 to 25 Miles	\$0.00069	\$0.00		1	1	
7.6.3.3 Over 25 to 50 Miles	\$0.00069	\$0.00		1	1	
7.6.3.4 Over 50 Miles	\$0.00069	\$0.00		1	1	
7.7 Local Traffic-FCC-ISP Rate Caps						
7.7.1 MOU as of June 14, 2003, rates in effect until further FCC action	\$0.0007			4		
7.8 Miscellaneous Charges						
7.8.1 Expedite Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
7.8.2 Cancellation Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
7.8.3 Additional Testing (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
7.8.4 Construction Charges	ICB		ICB	3		3
7.9 Transit Traffic						
7.9.1 Local Transit	See Tandem Switching and Tandem Transmission Rates Above.		See Tandem Switching and Tandem Transmission Rates Above.			
7.9.2 IntraLATA Toll (IntraLATA Toll Assumed Mileage = 15 Miles)	Qwest's North Dakota Access Service Catalog	Qwest's North Dakota Access Service Catalog				
7.9.3 Jointly Provided Switched Access	Qwest's North Dakota Access Service Catalog					
7.9.4 Category 11 Mechanized Record Charge, per Record	\$0.001903			1		
8.0 Collocation						
8.1 All Collocation						
8.1.1 Planning and Engineering						
8.1.1.1 Quote Preparation Fee			\$1,684.80			A, 6
8.1.1.2 Cable Augment Quote Preparation Fee			\$1,445.39			1
8.1.2 Entrance Facility	\$1.97		\$1,444.80	1		1
8.1.3 Cable Splicing						
8.1.3.1 Fiber, per Set-Up			\$457.80			1
8.1.3.2 Per Fiber Spliced			\$19.25			1
8.1.4 Power Usage						
8.1.4.1 -48 Volt DC Power Usage, per Ampere, per Month	\$10.26			1		
8.1.5 AC Power Feed						
8.1.5.1 AC Power Feed, per Amp, per Month						
8.1.5.1.1 120 V	\$20.53			1		
8.1.5.1.2 208 V, Single Phase	\$35.59			1		
8.1.5.1.3 208 V, Three Phase	\$61.56			1		
8.1.5.1.4 240 V, Single Phase	\$41.06			1		
8.1.5.1.5 240 V, Three Phase	\$71.04			1		
8.1.5.1.6 480 V, Three Phase	\$142.07			1		
8.1.5.2 AC Power Feed, per Foot, per Month						
8.1.5.2.1 20 Amp, Single Phase	\$0.0188		\$8.35	1		1
8.1.5.2.2 20 Amp, Three Phase	\$0.0234		\$10.35	1		1
8.1.5.2.3 30 Amp, Single Phase	\$0.0203		\$9.00	1		1
8.1.5.2.4 30 Amp, Three Phase	\$0.0279		\$12.36	1		1
8.1.5.2.5 40 Amp, Single Phase	\$0.0239		\$10.59	1		1
8.1.5.2.6 40 Amp, Three Phase	\$0.0329		\$14.57	1		1
8.1.5.2.7 50 Amp, Single Phase	\$0.0283		\$12.56	1		1
8.1.5.2.8 50 Amp, Three Phase	\$0.0396		\$17.53	1		1
8.1.5.2.9 60 Amp, Single Phase	\$0.0320		\$14.20	1		1
8.1.5.2.10 60 Amp, Three Phase	\$0.0455		\$20.18	1		1
8.1.5.2.11 100 Amp, Single Phase	\$0.0397		\$17.58	1		1
8.1.5.2.12 100 Amp, Three Phase	\$0.0619		\$27.45	1		1

**Exhibit A  
North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	REC	RECURRING MILE	REC
8.1.6	Inspector Labor, per Half Hour						
8.1.6.1	Regular Hours Rate			\$22.00			
8.1.6.2	After Hours Rate, minimum 3 hours			\$37.41			
8.1.7	Channel Regeneration						
8.1.7.1	DS1	\$0.00		\$0.00	5		5
8.1.7.2	DS3	\$0.00		\$0.00	5		5
8.1.8	Collocation Terminations						
8.1.8.1	Shared Access						
8.1.8.1.1	DS0						
8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.3869		\$254.53	1		1
8.1.8.1.1.2	Cable Placement, per Termination	\$0.0073		\$4.78	1		1
8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.5272		\$346.85	1		1
8.1.8.1.1.4	Cable, per Termination	\$0.0072		\$4.75	1		1
8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.9129		\$600.61	1		1
8.1.8.1.1.6	Blocks, per Termination	\$0.0125		\$8.23	1		1
8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.4012		\$263.99	1		1
8.1.8.1.1.8	Block Placement, per Termination	\$0.0055		\$3.62	1		1
8.1.8.1.2	DS1						
8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.9551		\$423.34	1		1
8.1.8.1.2.2	Cable Placement, per Termination	\$0.1027		\$45.52	1		1
8.1.8.1.2.3	Cable, per 28 DS1s	\$0.9034		\$400.43	1		1
8.1.8.1.2.4	Cable, per Termination	\$0.0971		\$43.06	1		1
8.1.8.1.2.5	Panel, per 28 DS1s	\$1.0238		\$453.77	1		1
8.1.8.1.2.6	Panel, per Termination	\$0.1229		\$54.48	1		1
8.1.8.1.2.7	Placement Panel, per 28 DS1s	\$0.2038		\$90.33	1		1
8.1.8.1.2.8	Placement Panel, per Termination	\$0.0219		\$9.71	1		1
8.1.8.1.3	DS3						
8.1.8.1.3.1	Cable Placement, per Termination	\$0.3889		\$172.36	1		1
8.1.8.1.3.2	Cable, per Termination	\$0.5834		\$258.58	1		1
8.1.8.1.3.3	Connector, per Termination	\$0.5972		\$264.69	1		1
8.1.8.1.3.4	Connector Placement, per Termination	\$0.0585		\$25.95	1		1
8.1.8.1.4	Fiber Termination						
8.1.8.1.4.1	Terminations, per 12 Fibers	\$3.71		\$1,622.40	1		1
8.1.8.1.4.2	Cable Racking for Fiber Terminations, First 12 Fibers	\$6.75		\$2,952.53	1		1
8.1.8.1.4.3	Connector, Each Additional, if Applicable	\$1.01		\$441.16	1		1
8.1.8.1.5	Direct Connect			ICE			3
8.1.9	Security Charges						
8.1.9.1	Access Card, per Employee, per Card	\$0.94			1		
8.1.9.2	Card Access per Employee, per Office	\$8.73			1		
8.1.10	Composite Clock / Central Office Synchronization						
8.1.10.1	Synchronization - Composite Clock, per Port	\$10.50			1		
8.1.11	-48 Volt DC Power Cable, per A and B Feeder						
8.1.11.1	20 Amp Feed	\$4.66		\$3,167.21	A		A
8.1.11.2	Intentionally Left Blank						
8.1.11.3	40 Amp Feed	\$6.42		\$4,359.71	A		A
8.1.11.4	60 Amp Feed	\$8.06		\$5,475.62	A		A
8.1.11.5	100 Amp Feed	\$0.26		\$136.47	1		1
8.1.11.6	200 Amp Feed	\$0.41		\$213.78	1		1
8.1.11.7	300 Amp Feed	\$0.56		\$295.24	1		1
8.1.11.8	400 Amp Feed	\$0.73		\$381.83	1		1
8.1.12	Space Availability Charge			\$348.87			1
8.1.13	Collocation Space Reservation Fee			The charge will be 25% of Nonrecurring Fee			
8.1.14	Collocation Space Option Administration Fee			\$1,915.65			1
8.1.15	Collocation Space Option Fee, per Square Foot	\$2.00			1		
8.2	Virtual Collocation						
8.2.1	Intentionally Left Blank						
8.2.2	Maintenance Labor, per Half Hour						
8.2.2.1	Regular Hours Rate			\$20.48			A
8.2.2.2	After Hours Rate			\$31.33			A

**Exhibit A  
North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	REC Mile	REC Per Mile	REC Per Mile
8.2.3	Training Labor, per Half Hour						
8.2.3.1	Regular Hours Rate			\$23.96			A
8.2.4	Bay Space						
8.2.4.1	Equipment Bay, per Shelf	\$10.75			A		
8.2.5	Engineering Labor, per Half Hour						
8.2.5.1	Regular Hours Rate			\$23.73			A
8.2.5.2	After Hours Rate			\$36.16			A
8.2.6	Installation Labor, per Half Hour						
8.2.6.1	Regular Hours Rate			\$27.50			A
8.2.6.2	After Hours Rate			\$41.22			A
8.2.7	Rent						
8.2.7.1	Floor Space Lease, per Square Foot	\$3.70			1		
8.3	Cageless Physical Collocation						
8.3.1	Planning and Engineering Fees						
8.3.1.1	Quote Preparation Fee, per Collocation Ordered			\$4,981.81			A, 6
8.3.2	Space Construction and Site Preparation						
8.3.2.1	Intentionally Left Blank						
8.3.2.2	2 Bays and 1 - 40 Amp Power Feed - 90 Days	\$65.72		\$29,129.94	1		1
8.3.2.3	Intentionally Left Blank						
8.3.2.4	Intentionally Left Blank						
8.3.2.5	Each Additional Bay, per Bay	\$5.89		\$29,129.94	1		1
8.3.2.6	Adjustment for Single Bay, Change to Standard Design	(\$5.89)		(\$29,129.94)	1		1
8.3.2.7	DC Power Cable						
8.3.2.7.1	Adjustment for DC Power Cable - Change to Standard Design						
8.3.2.7.1.1	20 Amp, Initial Feed Only, per Initial Power Feed	(\$4.43)		(\$1,964.73)	1		1
8.3.2.7.1.2	30 Amp, Initial Feed Only, per Initial Power Feed	(\$2.81)		(\$1,246.60)	1		1
8.3.2.7.1.3	60 Amp, Initial Feed Only, per Initial Power Feed	\$4.94		\$2,190.11	1		1
8.3.2.7.1.4	100 Amp, Initial Feed Only, per Initial Power Feed	\$21.45		\$9,506.58	1		1
8.3.2.7.1.5	200 Amp, Initial Feed Only, per Initial Power Feed	\$69.25		\$30,694.33	1		1
8.3.2.7.1.6	300 Amp, Initial Feed Only, per Initial Power Feed	\$133.71		\$59,266.54	1		1
8.3.2.7.1.7	400 Amp, Initial Feed Only, per Initial Power Feed	\$204.77		\$90,761.94	1		1
8.3.2.7.2	Adjustment for DC Power Cable - Additional Power Cables						
	20 Amp, Each Additional Power Feed	\$11.53		\$5,110.31	1		1
	30 Amp, Each Additional Power Feed	\$13.15		\$5,828.45	1		1
	40 Amp, Each Additional Power Feed	\$15.96		\$7,075.04	1		1
	60 Amp, Each Additional Power Feed	\$20.90		\$9,265.16	1		1
	100 Amp, Each Additional Power Feed	\$53.47		\$23,701.93	1		1
	200 Amp, Each Additional Power Feed	\$101.28		\$44,889.68	1		1
	300 Amp, Each Additional Power Feed	\$165.74		\$73,461.89	1		1
	400 Amp, Each Additional Power Feed	\$236.80		\$104,957.29	1		1
8.3.3	Floor Space Lease, per Square Foot	\$3.70			1		
8.4	Caged Physical Collocation						
8.4.1	Planning and Engineering Fees						
8.4.1.1	Quote Preparation Fee, per Collocation			\$4,626.54			A, 6
8.4.2	Space Construction and Site Preparation						
8.4.2.1	Intentionally Left Blank						
8.4.2.2	Intentionally Left Blank						
8.4.2.3	Intentionally Left Blank						
8.4.2.4	Space Construction (Cage and 1 - 60 Amp Feed)						
8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$118.06		\$52,328.03	1		1
8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$122.66		\$54,366.18	1		1
8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$126.23		\$55,951.09	1		1
8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$130.71		\$57,937.27	1		1
8.4.2.5	Intentionally Left Blank						
8.4.2.6	DC Power Cable						
8.4.2.6.1	Adjustment for DC Power Cable - Change to Standard Design						
8.4.2.6.1.1	20 Amp Initial Feed Only, per Initial Power Feed	(\$17.59)		(\$7,795.53)	1		1
8.4.2.6.1.2	30 Amp Initial Feed Only, per Initial Power Feed	(\$16.07)		(\$7,123.61)	1		1
8.4.2.6.1.3	40 Amp Initial Feed Only, per Initial Power Feed	(\$12.88)		(\$5,707.84)	1		1
8.4.2.6.1.4	100 Amp Initial Feed Only, per Initial Power Feed	\$21.45		\$9,506.58	1		1
8.4.2.6.1.5	200 Amp Initial Feed Only, per Initial Power Feed	\$69.25		\$30,694.33	1		1



**Exhibit A  
North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	REC Mile	REC-Mile	NO
8.4.2.6.1.6	300 Amp Initial Feed Only, per Initial Power Feed	\$133.71		\$59,266.54	1		1
8.4.2.6.1.7	400 Amp Initial Feed Only, per Initial Power Feed	\$204.77		\$90,761.94	1		1
8.4.2.6.2	DC Power Cable - Added Power Feeds						
8.4.2.6.2.1	20 Amp, Each Additional Power Feed	\$14.44		\$6,399.82	1		1
8.4.2.6.2.2	30 Amp, Each Additional Power Feed	\$15.95		\$7,071.73	1		1
8.4.2.6.2.3	40 Amp, Each Additional Power Feed	\$19.15		\$8,487.50	1		1
8.4.2.6.2.4	60 Amp, Each Additional Power Feed	\$32.03		\$14,195.35	1		1
8.4.2.6.2.5	100 Amp, Each Additional Power Feed	\$53.47		\$23,701.93	1		1
8.4.2.6.2.6	200 Amp, Each Additional Power Feed	\$101.28		\$44,889.68	1		1
8.4.2.6.2.7	300 Amp, Each Additional Power Feed	\$165.74		\$73,461.89	1		1
8.4.2.6.2.8	400 Amp, Each Additional Power Feed	\$236.80		\$104,957.29	1		1
8.4.3	Space Construction - Fencing Credit						
8.4.3.1	Cage: Up to 100 Sq. Ft.	(\$12.93)		(\$5,730.49)	1		1
8.4.3.2	Cage: 101 - 200 Sq. Ft.	(\$16.12)		(\$7,145.07)	1		1
8.4.3.3	Cage: 201 - 300 Sq. Ft.	(\$18.11)		(\$8,025.57)	1		1
8.4.3.4	Cage: 301 - 400 Sq. Ft.	(\$20.00)		(\$8,862.77)	1		1
8.4.4	Floor Space Lease, per Square Foot	\$3.70			1		
8.4.5	Intentionally Left Blank						
8.4.6	Intentionally Left Blank						
8.4.7	Intentionally Left Blank						
8.4.8	Grounding						
8.4.8.1	2/0 AWG, per Foot	\$0.0254		\$11.26	1		1
8.4.8.2	1/0 AWG, per Foot	\$0.0435		\$19.27	1		1
8.4.8.3	4/0 AWG, per Foot	\$0.0501		\$22.20	1		1
8.4.8.4	350 kcmil, per Foot	\$0.0675		\$29.91	1		1
8.4.8.5	500 kcmil, per Foot	\$0.0764		\$33.86	1		1
8.4.8.6	750 kcmil, per Foot	\$0.1321		\$58.54	1		1
8.5	Adjacent Collocation			ICB			3
8.6	Remote Collocation						
8.6.1	Physical & Virtual Remote Collocation						
8.6.1.1	Space, per Standard Mounting Unit	\$0.99		\$862.76	1		1
8.6.1.2	FDI Terminations, per 25 Pair	\$0.58		\$555.53	1		1
8.6.1.3	Power Usage						
8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp	\$10.26			1		
8.6.2	Adjacent Remote Collocation						
8.6.2.1	Adjacent Remote Collocation (New)			ICB			3
8.6.2.2	Adjacent Remote Collocation (Existing)						
8.6.2.2.1	Space, per Standard Mounting Unit	\$0.99		\$862.76	1		1
8.6.2.2.2	FDI Terminations, per 25 Pair	\$0.58		\$555.53	1		1
8.6.2.2.3	Power						
8.6.2.2.3.1	Less Than or Equal To 60 Amps, per Amp	\$10.26			1		
8.6.3	Additional Virtual Remote Collocation Elements						
8.6.3.1	Flat Charge Rate, per Job			\$36.16			1
8.6.3.2	Engineering Labor, per Half Hour			\$35.65			1
8.6.3.3	Maintenance Labor, per Half Hour			\$29.40			1
8.6.3.4	Installation Labor, per Half Hour			\$29.40			1
8.6.3.5	Training, per Half Hour			\$29.40			1
8.7	CLEC-to-CLEC						
8.7.1	Design, Engineering & Installation						
8.7.1.1	Flat Charge (Design Engineering - No Cables)			\$826.45			1
8.7.2	Cable Racking						
8.7.2.1	DS0, per Foot, per Cable	\$0.22349			1		
8.7.2.2	DS1, per Foot, per Cable	\$0.23649			1		
8.7.2.3	DS3, per Foot, per Cable	\$0.20638			1		
8.7.3	Virtual Connections (if applicable Connections only; No Cables)						
8.7.3.1	DS0, per 100 Connections			\$233.27			1
8.7.3.2	DS1, per 28 Connections			\$106.40			1
8.7.3.3	DS3, per 1 Connection			\$9.20			1
8.7.4	Cable Hole, if Applicable			\$469.01			1
8.7.5	CLEC to CLEC Cross-Connection			\$266.98			1

**Exhibit A  
North Dakota\***

				Recurring	Recurring, per Mile	Non-Recurring	24 hr M	24 hr M	24 hr M	24 hr M
8.8	Intentionally Left Blank									
8.9	Intentionally Left Blank									
8.10	Microwave Entrance Facility					Under Development				
9.0	Unbundled Network Elements (UNEs)									
9.1	Interconnection Tie Pairs (ITP) – Per Termination									
9.1.1	DS0									
9.1.1.1	2-Wire			\$0.45			1			
9.1.1.2	4-Wire			\$1.32			1			
9.2	Unbundled Loops									
9.2.1	Analog Loops					See 9.2.4				
9.2.1.1	2-Wire Voice Grade Loop									
9.2.1.1.1	Zone 1			\$13.53			#			
9.2.1.1.2	Zone 2			\$22.80			#			
9.2.1.1.3	Zone 3			\$51.65			#			
9.2.1.2	Intentionally Left Blank									
9.2.1.3	4-Wire Voice Grade Loop									
9.2.1.3.1	Zone 1			\$26.54			#			
9.2.1.3.2	Zone 2			\$44.74			#			
9.2.1.3.3	Zone 3			\$101.35			#			
9.2.1.4	Intentionally Left Blank									
9.2.1.5	Unbundled Loop Grooming (2-Wire)			\$0.19			1 #			
9.2.1.6	Unbundled Loop Grooming (4-Wire)			\$0.38			1 #			
9.2.2	Nonloaded Loops					See 9.2.4				
9.2.2.1	2-Wire Nonloaded Loop									
9.2.2.1.1	Zone 1			\$13.53			#			
9.2.2.1.2	Zone 2			\$22.80			#			
9.2.2.1.3	Zone 3			\$51.65			#			
9.2.2.2	Intentionally Left Blank									
9.2.2.3	4-Wire Nonloaded Loop									
9.2.2.3.1	Zone 1			\$26.54			#			
9.2.2.3.2	Zone 2			\$44.74			#			
9.2.2.3.3	Zone 3			\$101.35			#			
9.2.2.4	Cable Unloading / Bridge Tap Removal					\$538.16				7
9.2.3	Digital Capable Loops									
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop					See 9.2.4				
9.2.3.1.1	Zone 1			\$13.53			#			
9.2.3.1.2	Zone 2			\$22.80			#			
9.2.3.1.3	Zone 3			\$51.65			#			
9.2.3.2	Intentionally Left Blank									
9.2.3.3	Intentionally Left Blank									
9.2.3.4	Intentionally Left Blank									
9.2.3.5	Intentionally Left Blank									
9.2.3.6	2-Wire Extension Technology			\$22.67						
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.			See See 9.2.1 & 9.2.2						
9.2.4.1	Basic Installation									
9.2.4.1.1	First					\$55.27			#	
9.2.4.1.2	Each Additional					\$48.77			#	
9.2.4.2	Basic Installation with Performance Testing									
9.2.4.2.1	First Loop					\$142.10			#	
9.2.4.2.2	Each Additional					\$86.24				
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation									
9.2.4.3.1	First					\$171.87			#	
9.2.4.3.2	Each Additional					\$94.09			#	

**Exhibit A  
North Dakota\***

		Recurring	Recurring per Mile	Non-Recurring	ICC	ICC Mile	ICC
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1	First			\$59.81			#
9.2.4.4.2	Each Additional			\$53.32			#
9.2.4.5	Basic Installation with Cooperative Testing						
9.2.4.5.1	First			\$142.10			#
9.2.4.5.2	Each Additional			\$94.09			#
9.2.4.6	Batch Hot Cut						
9.2.4.6.1	Per Loop Rate			\$45.41			1
9.2.4.6.2	IDLC Conversion Work - in addition to the Per Loop Rate above			\$78.04			1
9.2.5	Intentionally Left Blank						
9.2.6	Intentionally Left Blank						
9.2.7	Intentionally Left Blank						
9.2.8	Private Line to Unbundled Loop Conversion			\$40.17			1
9.3	Subloop						
9.3.1	2-Wire Distribution Loop (Applies to both Analog and Nonloaded Loops)						
9.3.1.1	First Loop			\$115.44			1
9.3.1.2	Each Additional			\$33.13			1
9.3.1.3	First & Each Additional 2-Wire Distribution Loop						
9.3.1.3.1	Zone 1	\$9.51			#		
9.3.1.3.2	Zone 2	\$16.02			#		
9.3.1.3.3	Zone 3	\$32.18			#		
9.3.2	Intentionally Left Blank						
9.3.3	Intra Building Cable	\$0.00		\$0.00	10		10
9.3.4	Intentionally Left Blank						
9.3.5	MTE Terminal Subloop Access						
9.3.5.1	Subloop MTE - POI Site Inventory (per request)			\$0.00			1
9.3.5.2	MTE - POI Rearrangement of Facilities			ICB			3
9.3.5.3	MTE - POI Construction of New SPOI	ICB			3		
9.3.6	Intentionally Left Blank						
9.3.7	Field Connection Point (FCP)						
9.3.7.1	Feasibility Fee / Quote Preparation Fee			\$1,706.60			1
9.3.8	Intentionally Left Blank						
9.3.9	Intentionally Left Blank						
9.3.10	Intentionally Left Blank						
9.3.11	Intentionally Left Blank						
9.3.12	Construction Fee	ICB		ICB	3		3
9.4	Shared Services						
9.4.1	Intentionally Left Blank			\$38.20			1
9.4.2	Line Splitting						
9.4.2.1	Basic Installation Charge for Line Splitting			\$34.24			B
9.4.3	Loop Splitting						
9.4.3.1	Basic Installation Charge for Loop Splitting			\$34.24			B
9.4.4	OSS, per Line, per Month	\$3.49			1		
9.4.5	Reclassification Charge			ICB			3
9.4.6	Splitter Shelf Charge	\$5.40		\$556.40	1		1
9.4.7	Splitter TIE Cable Connections						
9.4.7.1	Splitter in the Common Area - Data to 410 Block	\$7.39		\$3,321.82	1		1
9.4.7.2	Splitter in the Common Area - Data direct to CLEC	\$7.75		\$3,486.28	1		1
9.4.7.3	Splitter on the IDF - Data to 410 Block	\$2.42		\$1,087.57	1		1
9.4.7.4	Splitter on the IDF - Data direct to CLEC	\$5.19		\$2,335.64	1		1
9.4.7.5	Splitter on the MDF - Data to 410 Block	\$2.35		\$1,057.26	1		1
9.4.7.6	Splitter on the MDF - Data direct to CLEC	\$4.40		\$1,979.53	1		1

**Exhibit A  
North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	2 m m	2 m m	2 m m
9.4.8	Engineering			\$1,333.17			1
9.5	Network Interface Device (NID)	\$1.14		\$58.32	1, 10		A
9.6	Unbundled Dedicated Interoffice Transport (UDIT)						
9.6.1	DS0 UDIT (Recurring Fixed & per Mile)			\$320.69			1
9.6.1.1	Over 0 to 8 Miles	\$28.20	\$0.39		1	1	
9.6.1.2	Over 8 to 25 Miles	\$28.61	\$0.21		1	1	
9.6.1.3	Over 25 to 50 Miles	\$28.66	\$0.17		1	1	
9.6.1.4	Over 50 Miles	\$28.38	\$0.06		1	1	
9.6.2	Intentionally Left Blank						
9.6.3	Intentionally Left Blank						
9.6.4	Intentionally Left Blank						
9.6.5	Intentionally Left Blank						
9.6.6	Intentionally Left Blank						
9.6.7	UDIT DS0 Channel Performance						
9.6.7.1	DS0 Low Side Channelization	\$14.67			1		
9.6.7.2	DS1 to DS0 Low Side Channelization	\$8.37		\$249.76	1		1
9.6.8	Intentionally Left Blank						
9.6.9	Intentionally Left Blank						
9.6.10	Intentionally Left Blank						
9.6.11	UDIT Rearrangement						
9.6.11.1	DS0 Single Office			\$183.55			1
9.6.11.2	DS0 Dual Office			\$248.25			1
9.7	Intentionally Left Blank						
9.8	Intentionally Left Blank	\$0.001110			#		
9.9	Intentionally Left Blank						
9.10	Intentionally Left Blank						
9.11	Intentionally Left Blank						
9.12	Intentionally Left Blank						
9.13	Intentionally Left Blank						
9.14	Intentionally Left Blank						
9.15	Intentionally Left Blank						
9.16	Intentionally Left Blank						
9.17	Intentionally Left Blank						
9.18	Intentionally Left Blank						
9.19	Construction Charges	ICB		ICB	3		3
9.20	Miscellaneous Charges						
9.20.1	Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1	Additional Engineering – Basic			\$33.16			1
9.20.1.2	Additional Engineering – Overtime			\$41.01			1
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1	Additional Labor Installation – Overtime			\$9.43			1
9.20.2.2	Additional Labor Installation – Premium			\$18.85			1
9.20.3	Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1	Additional Labor Other – Basic			\$28.90			1
9.20.3.2	Additional Labor Other – Overtime			\$38.60			1
9.20.3.3	Additional Labor Other – Premium			\$48.31			1
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1	Testing and Maintenance – Basic			\$30.70			1

**Exhibit A  
North Dakota\***

		Recurring	Recurring per Mile	Non-Recurring	REC	REC per Mile	REC
9.20.4.2	Testing and Maintenance – Overtime			\$41.01			1
9.20.4.3	Testing and Maintenance – Premium			\$51.31			1
9.20.5	Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1	Maintenance of Service – Basic			\$28.90			1
9.20.5.2	Maintenance of Service – Overtime			\$38.60			1
9.20.5.3	Maintenance of Service – Premium			\$48.31			1
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1	Additional Cooperative Acceptance Testing – Basic			\$30.70			1
9.20.6.2	Additional Cooperative Acceptance Testing – Overtime			\$41.01			1
9.20.6.3	Additional Cooperative Acceptance Testing – Premium			\$51.31			1
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1	Nonscheduled Cooperative Testing – Basic			\$30.70			1
9.20.7.2	Nonscheduled Cooperative Testing – Overtime			\$41.01			1
9.20.7.3	Nonscheduled Cooperative Testing – Premium			\$51.31			1
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1	Nonscheduled Manual Testing – Basic			\$30.70			1
9.20.8.2	Nonscheduled Manual Testing – Overtime			\$41.01			1
9.20.8.3	Nonscheduled Manual Testing – Premium			\$51.31			1
9.20.11	Additional Dispatch			\$88.10			1
9.20.12	Date Change			\$10.83			1
9.20.13	Design Change			\$77.17			1
9.20.14	Expedite Charge			ICB			3
9.20.15	Cancellation Charge			ICB			3
9.21	Intentionally Left Blank						
9.22	Intentionally						
9.23	UNE Combinations						
9.23.1	Intentionally Left Blank						
9.23.2	Intentionally Left Blank						
9.23.3	Intentionally Left Blank						
9.23.4	Intentionally Left Blank						
9.23.5	Intentionally Left Blank						
9.23.6	Loop Mux Combo (LMC)						
9.23.6.1	Intentionally Left Blank						
9.23.6.2	Loop Mux 2-Wire Analog DSO						
9.23.6.2.1	LMC 2-Wire Loop Installation						
9.23.6.2.1.1	First			\$239.91			1
9.23.6.2.1.2	Each Additional			\$156.57			1
9.23.6.2.2	2-Wire Analog Loop						
9.23.6.2.2.1	Zone 1	\$13.53			#		
9.23.6.2.2.2	Zone 2	\$22.80			#		
9.23.6.2.2.3	Zone 3	\$51.65			#		
9.23.6.3	Loop Mux 4-Wire Analog DSO						
9.23.6.3.1	LMC 4-Wire Loop Installation						
9.23.6.3.1.1	First			\$239.91			1
9.23.6.3.1.2	Each Additional			\$156.57			1
9.23.6.3.2	4-Wire Analog Loop						
9.23.6.3.2.1	Zone 1	\$26.54			#		
9.23.6.3.2.2	Zone 2	\$44.74			#		
9.23.6.3.2.3	Zone 3	\$101.35			#		
9.23.6.4	Intentionally Left Blank						
9.23.6.5	Private Line to Loop Mux Conversion			\$40.17			1
9.23.7	Enhanced Extended Loop (EEL)						
9.23.7.1	EEL DSO 2-Wire Analog						
9.23.7.1.1	EEL 2-Wire Loop Installation						
9.23.7.1.1.1	First			\$239.91			1
9.23.7.1.1.2	Each Additional			\$156.57			1
9.23.7.1.2	2-Wire Analog Loop						
9.23.7.1.2.1	Zone 1	\$13.53			#		

**Exhibit A  
North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	REC #	REC/MILE	REC/MILE
9.23.7.1.2.2	Zone 2	\$22.80			#		
9.23.7.1.2.3	Zone 3	\$51.65			#		
9.23.7.2	EEL Link, DS0 4-Wire Analog						
9.23.7.2.1	EEL 4-Wire Loop Installation						
9.23.7.2.1.1	First			\$239.91			1
9.23.7.2.1.2	Each Additional			\$156.57			1
9.23.7.2.2	4-Wire Analog Loop						
9.23.7.2.2.1	Zone 1	\$26.54			#		
9.23.7.2.2.2	Zone 2	\$44.74			#		
9.23.7.2.2.3	Zone 3	\$101.35			#		
9.23.7.3	Intentionally Left Blank						
9.23.7.4	Intentionally Left Blank						
9.23.7.5	Intentionally Left Blank						
9.23.7.6	Private Line to EEL Conversion			\$40.17			1
9.23.7.8	EEL Transport						
9.23.7.8.1	DS0 (Recurring Fixed & per Mile)						
9.23.7.8.1.1	Over 0 to 8 Miles	\$28.20	\$0.39		1	1	
9.23.7.8.1.2	Over 8 to 25 Miles	\$28.61	\$0.21		1	1	
9.23.7.8.1.3	Over 25 to 50 Miles	\$28.66	\$0.17		1	1	
9.23.7.8.1.4	Over 50 Miles	\$28.38	\$0.06		1	1	
9.23.7.10	Intentionally Left Blank						
9.23.7.11	EEL DS0 Channel Performance						
9.23.7.11.1	DS0 Low Side Channelization	\$14.67			1		
9.23.7.11.2	DS1 / DS0, Low Side Channelization	\$8.37			1		
9.23.7.12	Concentration Capability	ICB		ICB	3		3
10.0	Ancillary Services						
10.1	Intentionally Left Blank						
10.2	911 / E911						
10.2.1	911 / E911	No Charge		No Charge			
10.3	White Pages Directory Listings, Facility Based Providers						
10.3.1	Primary Listing	No Charge		No Charge			
10.3.2	Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
10.4	Intentionally Left Blank						
10.5	Directory Assistance List Information						
10.5.1	Initial Database Load, per Listing	\$0.0250			2		
10.5.2	Reload of Database, per Listing	\$0.0200			2		
10.5.3	Daily Updates, per Listing	\$0.0500			2		
10.5.4	One-time Set-Up Fee			\$77.44			2
10.5.5	Media Charges for File Delivery						
10.5.5.1	Electronic Transmission	\$0.0020			2		
10.5.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	\$30.00					
10.5.5.3	Shipping Charges (for tape delivery)			ICB			3
10.6	Intentionally Left Blank						
10.7	Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
10.7.1	Pole Inquiry Fee, per Inquiry			\$336.35			1
10.7.2	Innerduct Inquiry Fee, per Mile			\$404.31			1
10.7.3	ROW Inquiry Fee, per Inquiry			\$149.43			1
10.7.4	ROW Document Preparation Fee			\$149.43			1
10.7.5	Field Verification Fee, per Pole			\$37.36			1
10.7.6	Field Verification Fee, per Manhole			\$485.63			1
10.7.7	Planner Verification, per Manhole			\$16.66			1
10.7.8	Manhole Verification Inspector, per Manhole			\$296.85			1
10.7.9	Manhole Make-Ready Inspector, per Manhole			\$448.28			1
10.7.10	Intentionally Left Blank						

**Exhibit A  
North Dakota\***

	Recurring	Recurring, per Mile	Non-Recurring	REC per Mile	NID
<b>10.7.11 Pole Attachment Fee, per Foot, per Year</b>					
<b>11.7.11.1 Urban</b>					
2002	\$1.34				
2003	\$1.46				
2004	\$1.57			4	
2005	\$1.69			4	
<b>11.7.11.2 Non-Urban</b>					
2002	\$1.69				
2003	\$1.97				
2004	\$2.26			4	
2005	\$2.54			4	
10.7.11 Innerduct Occupancy Fee, per Foot, per Year	\$0.3300			4	
10.7.12 Access Agreement Consideration			\$10.00		2
10.7.13 Make Ready			ICB		3
<b>12.0 Operational Support Systems</b>					
12.1 Development and Enhancements, per Order			No charge at this time		13
12.2 Ongoing Maintenance, per Order			No charge at this time		13
12.3 Daily Usage Record File, per Record	\$0.0011			1	
12.4 Trouble Isolation Charges			See 9.20		
<b>17.0 Bona Fide Request Process</b>					
17.1 Processing Fee			\$2,510.29		1

**NOTES:**

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

A: U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

B 271 Compliance Investigation Docket Number PU-314-97-193, Order on Group 2 Checklist Items dated 10/15/01

# Docket PU-314-97-193 & PU-314-00-282 Voluntary Rate Reduction. Effective 6/7/02 and reductions are reflected in the 5/30/02 Exhibit A.

## Docket PU-314-97-193 & PU-314-00-282 Additional Voluntary Rate Reduction. Effective 6/7/02 reflected in the 8/5/02 Exhibit A.

### Docket PU-314-97-193 & PU-314-00-282 Third Voluntary Rate Reduction. Effective 12/16/02 reflected in the 10/16/02 Exhibit A.

- [1] Rate not addressed in cost docket (estimated TELRIC)
- [2] Market-based rates.
- [3] ICB, Individual Case Basis pricing.
- [4] Rates per FCC Guidelines. Pole Attachment & Innerduct Occupancy rates revised in 9/xx/04 Exhibit A to reflect newly calculated rates.
- [5] Effective August 1, 2003, Qwest will no longer bill Recurring and Nonrecurring charges for Channel Regeneration. Qwest reserves the right to revert back the contractual rate only after appropriate notice is given.
- [6] The preliminary QPF costs are included in the Caged, and Cageless space construction charges. The engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.
- [7] The Cable Unloading/Bridge Tap Removal charge of \$538.16 approved in Docket No. PU-453-96-497, AT&T and U S WEST Arbitration does not apply until further notice.
- [8] When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocation charges or FCP placement.
- [9] Qwest has not implemented the NID recurring charge but reserves the right to assess such a charge in the future.
- [10] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.
- [11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity.
- [12] A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.
- [6] The preliminary QPF costs are included in the space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the preliminary QPF will be credited to the final space construction
- [7] The Cable Unloading/Bridge Tap Removal charge of \$538.16 approved in Docket No. PU-453-96-497, AT&T and U S WEST Arbitration does not apply until further notice.
- [8] When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocation charges or FCP placement.
- [10] Qwest has not implemented the NID recurring charges but reserves the right to access such a charge in the future.
- [11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity.
- [12] A Special Request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.
- [13] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.
- [14] Initially, Qwest will bill the grandfathered recurring rates for new Line Sharing loops. Qwest will begin billing the post TRO prices only after CLECs have been provided a forty-five day notice. Rates will be applied prospectively.

**Exhibit A**  
**North Dakota\***

		Recurring	Recurring, per Mile	Non-Recurring	REC	MIN	MAX
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[15] Post TRO Shared Loop Rates were developed using the 2-Wire Nonloaded Loop rate, Zone 1 (\$13.53) as the basis rate for: 10/2/03 - 10/1/04 were developed using 25% of basis rate; 10/2/04 - 10/1/05 were developed using 50% of basis rate; 10/2/05 - 10/1/06 were developed using 75% of basis rate. Qwest has not implemented deaveraged Line Sharing, rate reflects Zone 1, the lowest zone. New Line Sharing Arrangements will no longer be available as of 10/2/04. No later than 10/2/06, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.